

July 5, 2005

TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER
FIRE COMPANIES AND POLITICAL SUBDIVISIONS

FROM: ROXANN M. PARKER
STATE CONTRACT PROCUREMENT OFFICER II
302-739-5585

SUBJECT: **AWARD NOTICE #2- Effective September 5, 2008**
CONTRACT NO. 05-106-AH
PAGING SERVICES

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OF
KEY CONTRACT INFORMATION**

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KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT:

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REF: Title 29, Chapter 6911(d) Delaware Code. Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by the Division of Support Services, Department of Administrative Services. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, Department of Elections, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

2. CONTRACT PERIOD:

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Each Vendors contract shall be valid for a three (3) year period from August 1, 2005 through July 31, 2008. Each contract may be renewed for two (2) additional one (1) year periods through negotiation between the contractor and the Division of Support Services. Negotiation must be initiated no later than ninety (90) days prior to the termination of the current agreement.

This contract has been renewed for an additional year, ending July 31, 2009.

3. VENDOR:

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USA Mobility Wireless, Inc.
3392 Progress Dr. Suite D
Bensalem, PA 19020
Contact: John Watson
Phone: 215-639-0200 x130
Email: john.watson@usamobility.com

4. SHIPPING TERMS:

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F.O.B. destination; freight prepaid.

5. DELIVERY AND PICKUP:

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Delivery - 2 Business Day. The minimum number of days needed to program and deliver a new order.

6. PRICING:

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Prices will remain firm for the term of the contract.

ARCH WIRELESS

A. Digital w/Vibrator:

	Comparable to
1. Manufacturer/Model	<u>Motorola/LS Series, Bravo Series & Sun AN1000</u>
2. Type Battery	<u>AA/AAA</u>
3. Operating Frequency	<u>931.8625 & 929.6125</u>
4. Paging Format	<u>Pocsag & Flex</u>

B. Lease with Service:

1. Statewide/Digital w/Vibrator	\$ <u>2.74</u> /month
2. Network/Digital w/Vibrator	\$ <u>2.74</u> /month
3. Additional Phone Numbers or Addresses	\$ <u>1.00</u> /month
4. Group Calls	\$ <u>2.74</u> /month (Group Leader Only)

C. Replacement cost for damaged/lost unit:

Digital w/Vibrator \$ 50.00

D. Insurance Premium/Deductible:

Digital w/Vibration \$ 0.50 /month \$ 25.00 deductible

E. **Alphanumeric w/Vibrator:**

1.	Manufacturer/Model	Comparable to <u>Motorola Advisor & Sun Titan III</u>
2.	Type Battery	<u>AA/AAA</u>
3.	Operating Frequency	<u>931.8625 & 929.6125</u>
4.	Paging Format	<u>Pocsag & Flex</u>

F. **Lease with Service:**

1.	Statewide/Alphanumeric w/Vibrator	\$ <u>5.64</u> /month
2.	Network/Alphanumeric w/Vibrator	\$ <u>5.64</u> /month
3.	Additional Phone Numbers or Addresses	\$ <u>1.00</u> /month
4.	Group Calls	\$ <u>5.64</u> /month (Group Leader Only)
5.	Alphamate	\$ <u> </u> N/C /month
6.	IBM-PC Compatible Software	\$ <u> </u> N/C /month

G. **Replacement cost for damaged/lost unit:**

1.	Alphanumeric w/Vibrator	\$ <u>99.00</u>
2.	Alphamate	\$ <u>25.00</u>

H. **Insurance Premium/Deductible:**

1.	Alphanumeric w/Vibrator	\$ <u>0.50</u> /month	\$ <u>50.00</u> /deductible
2.	Alphamate	\$ <u>N/A</u> /month	\$ <u>25.00</u> /deductible

I. **Miscellaneous:**

Nationwide Pager System

One-Way

1. Digital \$ 12.95 /month (Incl. 200 calls)
2. Alphanumeric \$ 19.95 /month (Incl. 140/55 character messages)
3. Voice Mail \$ 2.95 /pager per month
4. Additional Address \$ 1.00 /month
5. Overcalls for Nationwide Pager Service \$ 0.35/digital /overcall - \$0.50/Alphanumeric/overcall

Two-Way

6. Portable Wireless Network Access Device \$ 18.45 /month (With 10K plan & local number)
(800# optional - \$4.00/month)

J. **On Premise Spares:**

1. Digital w/Vibration \$ N/C /month
2. Alphanumeric w/Vibration \$ N/C /month

K. **Extended Coverage to:**

New York City \$ N/C /month

(All costs involved including telephone charges.) \$ N/C

Guaranteed number of pagers to be held in inventory for original issue or for emergency replacement: 1,000

EXCHANGE SERVICE - LOCATION OF FACILITY:

Customers have two options available to them for requesting or performing exchanges.

Option #1: Customers may call or email the Customer Support team using the information on the **State of Delaware Major Account Support and Operation** found below. This group is available to perform exchanges, activations, deactivations, feature changes and to answer questions on routine transactions.

Option #2: My Account

My Account can be used 7 days a week and be utilized from a top-down approach, or to an individual location approach. In addition, *My Account* can be modified to meet the demands of the customer as to what access will be given to a department or individuals. *My Account* can be used for the following:

- Check account balances
- Make payments
- Change billing information
- View device details or modify device reference information
- Add or modify the features of your device
- Activate a replacement device, add a new unit or activate a spare unit
- View a coverage map, send a test page or reset your voicemail passcode
- Retrieve electronic invoicing for account

USA Mobility provides customers the capability to receive their electronic invoice via USA Mobility's *My Account* Web site. An e-mail notification can be provided to advise that the invoice is ready to be retrieved and then the invoice may easily be downloaded into common selectable formats such as spreadsheet files, database files and/or text files. USA Mobility will provide a unique and secure login to retrieve the invoice via the *My Account* service.

State of Delaware Major Account Support and Operation

Functions • USA Mobility's Major Account service and support center is located in Pensacola, FL. Their functions include full-service programming, troubleshooting, order processing, billing, and all other account support requirements. Representatives are knowledgeable and experienced in handling the unique requirements of Major Account customers. These areas include complex departmental billing and multiple group call systems. This team truly understands the critical role your paging service plays in the services you provide and will handle all requests with a sense of urgency.

Majors Hours

- 6:30am – 7:30pm CST Monday-Friday

Contact Us

- Phone- 800-420-9705
- Email- majorsupport@usamobility.com
- Fax- 877-351-0118

Management Team

Kimberly McGee	Supervisor
Latisha Savage	Supervisor
Rina Rathbun	Supervisor
Todd Vilardi	Manager

State of Delaware Major Account Support and Operation

USA Mobility is committed to being the most personalized paging company in the industry. By recognizing that different types of accounts need specialized services, we have developed a call center group specifically for our Major Accounts. This dedicated team will provide you with the detailed attention necessary to manage your paging needs. Following is an outline of our commitments:

Functions • ***Our Major Account service and support center is located in Pensacola, Fl. Our functions include full-service programming, troubleshooting, order processing, billing, and all other account support requirements. Our representatives are knowledgeable and experienced in handling the unique requirements of our Major Account customers. These areas include complex departmental billing and multiple group call systems. This team truly understands the critical role your paging service plays in the services you provide and will handle all requests with a sense of urgency.***

Majors Hours

- **6:30am – 7:30pm CST Monday-Friday**

Contact Us:

Kimberly Bowers – State of Delaware Representative
302-998-7631
Kimberly.bowers@usamobility.com

John Watson – District Manager
877-912-2403 x 130
John.Watson@usamobility.com

Major Support:
800-420-9705
majorsupport@usamobility.com
Fax: 877-351-0118

Management Team

Kimberly McGee	Supervisor
Latisha Savage	Supervisor
Rina Rathbun	Supervisor
Todd Vilardi	Manager

ADDITIONAL TERMS AND CONDITIONS

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7. BILLING:

The successful vendor is required to **"Bill as Shipped" to the respective ordering agency(s).** Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

8. PAYMENT:

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt.

9. PRODUCT SUBSTITUTION:

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by the Division of Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

10. ORDERING PROCEDURE:

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The State makes payments for goods and services using procurement (credit) cards, electronic funds transfer and/or conventional checks. The contractor or vendor must accept full payment by procurement card and/or conventional check at the State's option, without imposing any additional fees, costs or conditions.

11. REQUIREMENTS:

This contract is issued to cover the paging requirements for all State Agencies and shall be accessible to any School District, Political Subdivision, or Volunteer Fire Company.

12. HOLD HARMLESS:

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

13. NON-PERFORMANCE:

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

14. FORCE MAJEURE:

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

15. AGENCY'S RESPONSIBILITIES:

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.

16. ADD-ONS:

The State reserves the rights to add, delete or change locations or to acquire other types of services that the contractor can supply that are similar to, but not specifically stipulated in this bid. The procedure for such acquisitions shall be as follows:

The Division of Support Services or the requesting agency will obtain from the contractor a letter of verification (on their letterhead) detailing the items and/or services and pricing to be added. The letter shall include the bid number, bid schedule number and contract period and upon receipt and written approval by the Division of Support Services shall be made a part of the basic contract.

17. FORMAL CONTRACT AND/OR PURCHASE ORDER:

No employee of the Contractor(s) is to begin any work prior to receipt of a State of Delaware Purchase Order signed by authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office. A purchase order, telephone call, fax or State credit card shall serve as the authorization to proceed with work in accordance with the bid specifications and the special instructions, once it is received by the Contractor(s).

18. SCHEDULE FOR PERFORMANCE OF WORK:

All work described in these specifications shall be completed with reasonable promptness. As used in this Section, the State of Delaware shall be the sole judge of the term "reasonable". If the Contractor does not begin the work in a reasonable amount of time, they will be notified that if they fail to initiate the work promptly, the contract may be terminated and the State will forthwith proceed to collect for nonperformance of work.

19. TIME OF PERFORMANCE:

The services of the Contractor are to commence after receipt of a purchase order, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract, but in any event all of the services required hereunder shall be completed no later than the time periods set out in any schedule contained in the project Scope of Work. Any such schedule shall be maintained by the Contractor unless amended, in writing, by both parties.

20. TERMINATION OF P.O.'s:

- a. Termination for Cause If, for any reasons, or through any cause, the Contractor fails to fulfill in timely and proper manner his obligations, or if the Contractor violates any of the covenants, agreements, or stipulations of this contract, the Agency shall have the right to terminate the P.O. by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the contractor in the performance of the P.O. shall, at the option of the Agency, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the Agency.
- b. Termination for Convenience The Agency may terminate the P.O. at any time by giving written notice of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the department, become its property and the Contractor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials which are usable to the Agency. If the P.O. is terminated by the Agency for convenience, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor called for by the P.O., less payments or compensation previously made; provided, however, that if less than sixty (60) percent of the services covered by this contract have been performed upon the effective date of such termination, the Contractor shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this P.O.) incurred by the Contractor during the contract period which are directly attributable to the uncompleted portion of the services covered by this P.O.

21. CHANGES:

Both parties may, from time to time, require changes in the services to be provided by the Contractor under the Scope of Work. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the Agency and the Contractor shall be incorporated in written amendments to the Purchase Order.

22.INTEREST OF CONTRACTOR:

The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree in providing products or performing services required under this contract. The Contractor further covenants that in the performance of this contract, no person having any such interest shall be employed.

23.RIGHTS AND OBLIGATIONS:

The rights and obligations of each party to this agreement shall not be effective, and no party shall be bound by the terms of this agreement, unless and until a valid executed purchase order has been approved by the Secretary of Finance, and all procedures of the Department of Finance have been complied with. A separate purchase order shall be issued for every project.

24.ASSIGNMENT OF ANTITRUST CLAIMS:

As consideration for the award and execution of this contract by the State, the Contractor hereby grants, conveys, sells, assigns, and transfers to the State of Delaware all of its right, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, relating to the particular goods or services purchased or acquired by the State pursuant to this contract.

25.TERMINATION OF CONTRACT:

a. Termination for Cause - If, for any reasons, or through any cause, the Contractor fails to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least 5 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this Contract shall, at the option of the State, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.

b. Termination for Convenience - The State may terminate this Contract at any time by giving written notice of such termination and specifying the effective date thereof, at least 15 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the State, become its property and the Contractor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the State. If the Contract is terminated by the State as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made. Provided however that if less than 60 percent of the services covered by this Contract have been performed upon the effective date of termination, the Contractor shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Contractor during the Contract period which are directly attributable to the uncompleted portion of the services covered by this Contract.

SCOPE OF WORK DETAILS

1. **PAGER MANUFACTURER:**

Digital w/Vibrator – Motorola/LS Series, Bravo Series and Sun AN1000
Alphanumeric w/Vibrator – Motorola Advisor and Sun Titan III

2. **EXCHANGE SERVICE/EMERGENCY REPLACEMENT:**

The Contractor has a location in Delaware, at 230 University Plaza - Rt. 273 & Chapman Roads, Newark. This location is staffed from 8:30 am – 4:00 p. m., Monday through Friday. An after hours escalation list is in place to service police, fire departments, hospitals and all emergency responders. The list has been provided to State Police.

3. **PAGER REPLACEMENT/ORIGINAL ISSUE:**

It shall be the responsibility of the Contractor and at his/her cost to deliver pagers to the ordering agency either for the original issue or for replacement of a defective unit. The return of the defective pager will be the responsibility of the contractor, either personally by the sales representative or via UPS. Replacement of a defective unit must take place within a 24-hour period.

4. **START UP COSTS:**

Start up fees **shall** not apply for the commencement of this contract.

5. **PAGING TELEPHONE NUMBERS:**

The Contractor shall provide a toll free interladda and/or 800 number for each address for in State use, preferably without need for PIN numbers. The State is not to incur any per call telephone charges for using the paging services. The contractor shall provide nationwide 800 numbers on request.

6. **STATEWIDE COVERAGE:**

The Contractor shall provide 99% coverage over the entire State of Delaware, and 30 mile contiguous area beyond State borders, including Philadelphia, Baltimore and Washington DC.

7. **EXTENDED COVERAGE:**

The Contractor provides extended coverage to New York at no additional cost.

8. **NETWORK COVERAGE:**

The Contractor provides coverage from Maine to Virginia Beach at no additional cost.

SCOPE OF WORK DETAILS (Continued)

9. **BATTERIES:**

All original issued pagers shall be equipped with the correct battery. Replacement batteries will be the responsibility of the using agency.

10. **OVER CALLS:**

The number of free calls per month shall be unlimited for all pagers, with the exception of Nationwide Pager Service.

11. **LANYARD CLIP:**

The contractor will provide a lanyard clip with each NEW pager and each replacement pager upon request. It shall be non-coiled and of dark elastic material, and of such quality so as to not break easily during use.

12. **DOWN TIME/EMERGENCY NOTIFICATION:**

The Contractor shall be responsible for notifying the State Police Headquarters (302) 659-2341 for scheduled and unscheduled down time. The Contractor shall provide an escalated list of names and contact numbers of those individuals available for twenty-four (24) hour service. Changes to this list and notification of same to the State Police Headquarters as they occur are the responsibility of the contractor. Notification is required within a minimum of 24 hours for scheduled down time and within 15 minutes or as soon as possible for unscheduled downtime. It is the responsibility of the above agencies to ensure that the contractor is given the point of contact and or phone number of the individual to be notified.

13. **GUARANTEED MINIMUM RESPONSE TIME:**

The minimum response time refers to the repair of the system when it is down. Typically, we want the system up within two (2) hours. The Contractor is required to provide maintenance twenty-four (24) hours a day, seven (7) days a week.

14. **ON PREMISE SPARE:**

Most agencies i.e., the State Police need to retain a few extra pagers upon request preferably at no cost (not activated) for the purpose of immediate replacement. A 1 for 10 ratio is required. 1 spare for each 10 pagers in service by an agency, at their request.

15. **LEASE TERM:**

Fees shall be based on a month to month lease term. There shall be no minimum lease term other than for one month.

SCOPE OF WORK DETAILS (Continued)

16. **ADDITIONAL PHONE NUMBERS/GROUP CALLS:**

Some individuals and agencies may request an additional paging number or wish to have a number of individuals on group call. Pagers shall be capable of supporting up to a 10 group minimum.

17. **ALPHANUMERIC SYSTEM/SOFTWARE/ALPHAMATE:**

Shall be IBM - PC compatible and support the IXO communications protocol. The system must also be accessible by IBM-PC software, Alphamate, or by operator dispatch.

18. **VOICE PROMPT:**

As a no charge option, a tone only voice prompt shall be available for incoming messages. Eliminate if user has a display pager.

19. **PORTABLE WIRELESS NETWORK ACCESS DEVICE:**

The Contractor shall provide a 2-way pager system, which receives and send pages, text message, also sends, receives and answers Internet e-mail to the State's e-mail (Microsoft Outlook) System via the Internet, i.e., PDA devices, blackberry, iPAQ or similar devices. The system is also capable of sending a fax. A lanyard clip as described herein shall be provided with each pager.

The Contractor will provide the product for a trial upon request from the agency.

20. **INTERNET ACCESS:**

As an option, the Contractor shall provide internet access by alpha paging through the State's e-mail system (Microsoft Outlook).

21. **SKY-TEL OR EQUIVALENT NATIONAL PAGING SERVICE:**

The Contractor owns and operates four (4) nationwide paging systems including a dedicated system for two-way paging. This will permit contact outside the range of current paging services.

22. **PERSONAL PAGERS:**

The Contractor shall maintain a record of all personal pagers for a minimum of one (1) year, even after the account is transferred to a state position.

SCOPE OF WORK DETAILS (Continued)

23. **CONTRACT RESPONSIVENESS:**

The Contractor shall have an adequate supply of pagers and have them programmed and ready to go by day one (1) of the contract period. State Agencies will receive the contract award notice no later than the first week in July and will be advised to immediately place their orders for the commencement of this contract. For new orders the contractor will be asked to quote on a minimum response time.

24. **NON-PAYMENT:**

The Contractor is to notify the agencies before service is cut off for non-payment.

25. **ACCOUNTS:**

The Contractor shall use the State Budget Codes, which will be provided by the agencies. Additionally, the State shall have the capability of accessing their account to review monthly invoices and archive history. This can be accomplished through a login and password.

26. **TROUBLE SHOOTING:**

The Contractor shall diagnose and repair any and all problems in the shortest possible time. If repairs are not made within a reasonable time, contractor must inform the State what steps are being taken to correct the problem, and shall provide daily updates until the problem corrected. The state determines what is reasonable time.

27. **INVOICES:**

The invoice shall state the following:

1. Users Name
2. Billing Period
3. 800 Number associated with pager (if assigned)
4. PIN Number associated with pager (if Assigned)
5. Local Number associated with pager

28. **LOCAL CALLS:**

The number of local calls for digital and alpha pagers shall be unlimited.

29. **ACTIVATE/DEACTIVATE PAGERS ON LINE:**

Agencies have on line capability to activate, deactivate, change numbers, change holder names, etc. The agency will have to provide the required computer hardware as well as required phone lines to access the system. The contractor will provide training at no additional cost.